

1016

8/67 7

MICHIGAN LABOR MEDIATION BOARD

Fact Finding Hearing

In the Matter between

BEECHER EDUCATION ASSOCIATION

and

BEECHER BOARD OF EDUCATION

Alan Holt /

RECEIVED
SEP 6 1967

LABOR MEDIATION BOARD
LABOR RELATION DIV.
Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

On August 23, 1967, the Beecher Education Association, hereinafter designated the Association, requested fact finding between the parties. By letter dated August 24, 1967, the undersigned was appointed Fact Finding Hearing Officer by the Michigan Labor Mediation Board and met with the Parties at 10:00 a.m., Wednesday, August 30, 1967 at the Dailey Elementary School in the district.

The undersigned was informed that the parties had first entered into negotiations in March, 1967. The Board of Education, hereinafter designated the Board, was represented by a committee composed of some of its members as well as school administrators. Apparently the Association was of the belief that when the Board's negotiating team indicated agreement in certain areas, these items were thereupon settled in regard to the 1967-68 contract. However, such was not the case as indicated when the Driver Education program was to commence this past summer (the summer 1967 session being considered a part of the 1967-68 contract). At that time the Board refused to accept its committee's recommendation and the Association agreed to proceed on another basis

Beecher Board of Education

so that the program would be assured for the summer.

In mid-August, 1967, the parties met with a state labor mediator and at his request, the Board submitted a contract proposal which was rejected on the ground that it differed too greatly from the prior contractual proposals submitted by the Association.

At the fact finding hearing, each of the parties indicated its position on certain key economic and non-economic issues. However, it became patent that numerous minor issues -- which were not developed between the parties at the hearing -- remain to be resolved. The undersigned will only deal with those questions which were adequately covered, giving the position of the parties and his recommendations on each.

I

NON-ECONOMIC ISSUES

A. Financial Responsibility

The Association contends that as a result of its negotiation, non-members as well as members reap all economic and non-economic benefits and should therefore be assessed a sum equivalent to the dues and assessments leaved upon its member.

The Board argues that it is illegal to assess non-members, and that it rejects a closed shop concept.

Recommendation

That non-members should not be required to pay the equivalent of the Association's dues and assessments. The position of the Association

is quite understandable but until there is a clear legislative or legal statement in this area, it is felt such concept should not be part of the negotiations.

B. Grievance Arbitration

The Association seeks the inclusion of binding arbitrations as the final step of the grievance procedure.

The Board cites an opinion of the Michigan Attorney General as well as its own legal counsel that arbitration cannot be utilized in the public employment sector.

Recommendation

That a provision adopting binding grievance arbitration on questions of contractual interpretation and disciplinary matters be included in the contract. If subsequently determined illegal by the courts, at least the parties have attempted an intelligent, speedy and more economical method of resolving non-economic question that is presently at their disposal.

C. Protective Clothing for Physical Education Teachers

The Association contends that the Board has violated the 1966-67 contract requiring payment for protective clothing by unilaterally placing a \$10 maximum on such purchase.

The Board indicates that it was necessary to place a maximum on this allowance because some instructors had presented bills for re-

imbursement which were, in its opinion, excessive.

Recommendation

That a maximum figure be agreed upon by the parties which is determined by designating the specific items of clothing necessary for each activity covered.

D. Personal Leave Days

The Association seeks four days leave with pay per school year for such purposes as the employee deems necessary, to accumulate over a two year period.

The Board proposes one day's leave with pay for this purpose, without accumulation beyond the contract year.

Recommendation

Two days personal business paid leave time per year without accumulation is recommended. Purpose of such paid leave is to permit the employee to transact or conduct such business matters as cannot be handled after school hours or on weekends, but it is not intended to grant two additional days of paid leave without reason.

E. Bereavement Days

The Board argues that the immediate family should be limited to parents, spouse and children only. Further that no paid time off should be provided to attend funerals of other relatives or close friends.

The Association indicates that the present definition of immediate family should be continued and requests that the discretion be lodged

with the school principal to grant 1/2 leave day with pay to attend the funeral of a relative or close friend.

Recommendation

That the definition of immediate family should be continued as indicated in the 1966-67 contract. Further, there can be no basis for an objection that by placing in the school principal's discretion the granting of leave time for the funeral of a relative or close friend, such proposal is unreasonable or might tend to be abused.

F. Sabbatical Leave

The Association seeks sabbatical leaves at 1/2 annual pay for teachers employed at least seven consecutive years, said leave not to exceed two semesters, for professional improvement leading toward a master's degree or if teaching in foreign country.

The Board indicates it cannot afford such program at this time but is willing to adopt such program when it is economically feasible.

Recommendation

At the present clause making the sabbatical leave grant discretionary with the Board be continued but that the Board required to base its actions in this area upon published standards.

G. Inclusion of Nurses in Bargaining Unit

The Board contends that nurses should not be covered by the terms of the agreement bargained by the Association.

The Association answers that nurses have been included in the past

and were covered in the 1966-67 contract.

Recommendation

That nurses continue to be covered in agreements negotiated by the Association. Inclusion or exclusion of this group in the contract being negotiated should not be for the determination of the Board.

H. Working Space for the Association

It is recommended that the present contractual provisions concerning working space and facilities be continued.

II

ECONOMIC CONSIDERATIONS

I. Salary Schedule

Position of the Association

The Association seeks adoption of a new salary schedule with a starting salary \$6400 for teachers with a B.A. but without prior experience, and increments through the twelfth year of teaching at the rate of 5%. For beginning teachers which a B.A. plus 15 credit hours, is starting salary of \$6720; for an M.A. degree -- \$7040; for an M.A. plus 15 credit hours -- \$7360; and for an M.A. plus 30 credit hours, \$7680.

The Association contends that the district has sufficient wealth and valuation behind each of its students to make such salary schedule practicable, and that districts with similar "wealth" have

adopted salary schedules substantially in excess of the Beecher schedule for 1966-67. Furthermore, the Association has requested that the Board seek millage increases but the latter has not done so.

Further, the Board refuses to consider extending the same percentage increment to teachers after their first and second year of teaching as is granted thereafter.

Position of the Board

The Board argues that it concluded the 1966-67 fiscal year with the deficit in excess of \$148,000, and that even if an anticipated revenue increase in the amount of \$100,000 is realized -- which is doubtful at this time -- there will still be a deficit of \$48,000.

Observation of the Hearing Officer

Although the parties have been negotiating both economic and non-economic items since last March, and the Board did submit an increased salary package in mid-August, the Board nevertheless adopted the position during the fact finding hearing that it would defer negotiations on economic questions until after resolution of all economic issues.

This posture by the Board can hardly be classified as bargaining in good faith at this time -- especially in light of the fact that the parties have been discussing all issues since last March. This lends some substance to the Association's contention that in disavowing the recommendations of its own negotiating team, the Board has no desire to bargain a contract at an earlier time.

Recommendations

It is recommended that the following starting salaries be adopted for the 1967-68 contract.

Teachers with B.A. - \$6000
Teachers with B.A. plus 15 credit hours - \$6250
Teachers with M.A. - \$6600
Teachers with M.A. plus 15 credit hours - \$6850
Teachers with M.A. plus 30 credit hours - \$7100

Further, that annual increments at the rate of 4.6% be adopted for all teachers through the twelfth year of teaching. In this regard, the Board's contention that during the first two years, a new teacher is not worthy of the same percentage increment as his more experienced counterpart, loses sight of the fact that these teachers have the same duties and responsibilities to pupils, the Board and the community. The fact that his salary is substantially less during the first two years adequately "adjusts" for his lack of actual teaching experience.

J. Driver Education Summer Salary Schedule

The Board opposed an increase in this schedule on the ground that it went into the "red" by approximately \$10,000 in this area, and that state financing was not adequate to meet salaries during the 1966-67 year.

Recommendation

Since the salary schedule for the summer of 1967 which is part of the 1967-68 contract has already been adopted, and since the schedule for the summer of 1968 is a part of the 1968-69 contract and the negotiations leading thereto, it is recommended that the parties incorporate

into this contract a requirement that salaries for the summer of 1968 be negotiated and settled prior to May 1, 1968. This should enable the parties to avoid repetition of this past summer's experience where the Association was believed an agreement had been reached with the negotiating committee of the Board, when in fact this was not the case.

K. Other Economic Issues

It is recommended that such other economic matters presently included in the 1966-67 contract, such as pay for extra duties, insurance protection, special education and certain special activities salaries, accrued sick leave pay, and others, remain at the same levels as in the 1966-67 contract, although the parties should consider inclusion of a provision permitting a re-opening of the contract on or before January 1, 1968 in the event additional millage or other financial aid is received.

In regard to those economic areas not covered in the 1966-67 contract, it is recommended that further consideration thereof be deferred to the 1968-69 contract negotiations.

III

SUMMARY

It is the opinion of the Hearing Officer that the Board has not done all within its power to provide adequate salary levels for its teachers. The Board should publicly acknowledge that its teachers

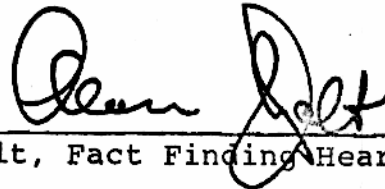
are equitably entitled to increased salaries, and it is recommended that the Board immediately place in motion the necessary machinery to obtain a millage increase and that it undertake all activities necessary to encourage enactment of such increase including public pronouncements.

The Association's contention that the Board in fact agreed to various contract proposals when its negotiating committee indicated acceptance does not seem legally sound since the full Board must ratify the actions of the committee. However, the Association's feelings and frustrations in this regard are quite understandable since it believes it was in fact bargaining and resolving issues since March of 1967. By not informing the Association of its concurrence or rejection in its own committee's recommendations, the Board has actually made the present contractual negotiations much more difficult. In future negotiations, therefore, the Board should promptly notify the Association of whether it accepts or rejects the recommendations of its own bargaining committee so that the parties will know which issues have been resolved and which remain open. By the same token, it is no more than fair to require the Association to notify the Board of those issues which its membership accepts or rejects.

Other items -- both economic and non-economic -- were briefly mentioned during the hearing but were not developed by either party. These include such items as preparation time for elementary school teachers, class -- size ratio, coaching, department head, and activity sponsors salaries, BEA president time issue, dismissal time

for elementary school teachers, and several others. It was felt that resolution of these issues will be readily attainable once a salary schedule is adopted. Again, the Board's final posture in withholding consideration of economic questions pending final resolution of all non-economic matters seems ill-suited to the real problem at hand, as well as to the time deadlines with which the parties are dealing.

It is the opinion of the undersigned that with the adoption of a salary schedule fair and equitable to both parties, a strike in the Beecher School District is avoidable.

A handwritten signature in cursive script, appearing to read "Alan Walt", is written over a horizontal line.

Alan Walt, Fact Finding Hearing Officer